

REMARKS

Reconsideration of this application is requested in light of the foregoing amendments and the following remarks. This response amends claims 1, 8, and 12. No claims are added or cancelled. Claims 1-20 remain pending in this application.

CLAIM REJECTIONS UNDER 35 USC § 102

Claims 1-2 and 7-20:

In the Office Action, claims 1-2 and 7-20 are rejected under 35 USC 102(e) as being anticipated by Vij et al. (US Patent 6,452,910, hereinafter Vij). Applicant has amended claims 1, 8, and 12, from which the remaining rejected claims depend, and respectfully traverses the rejection.

Vij discloses a wireless bridge, which provides an end-to-end wireless communication path between a Bluetooth-enabled device and an Internet-connected server (Figures 1 and 6; col. 3, lines 24-28). The wireless bridge includes a wireless LAN interface (wireless LAN I/F, Figure 6) and a Bluetooth interface (Bluetooth I/F, Figure 6). Transmission of data between the wireless bridge and the server is via the wireless LAN interface, and exchange of data between the wireless bridge and a Bluetooth-enabled device (e.g., a Bluetooth-enabled vehicle) is via the Bluetooth interface (col. 6, lines 39-54).

Each wireless bridge uses one or more RS-232 interfaces to support a serial pass-through connection from other equipment to determine the location of the vehicle based on a Tag fitted to the vehicle (a Localization Tag Reader) or used as a local RS-232 Diagnostics Port. The RS-232 interface provides serial communications through the wireless bridge to an Internet-connected backend server application on the Internet-connected backend server. The wireless bridge multiplexes the serial traffic on to a TCP permanent virtual circuit to the Internet-connected backend server via a WLAN (col. 6, lines 55-67). Application software on the Internet-

connected backend server will translate the TCP/IP stream to RS-232 data stream (col. 7, lines 20-22).

Every bridge has a zone, which is defined as the area around it within which Vehicle Modules can set up connections (col. 8, lines 19-21). When a vehicle enters a zone, the bridge establishes a link with the vehicle's Vehicle Module, and advises the server that the link has been established (col. 8, lines 31-37). When a vehicle enters an overlapping zone, the bridge in the new zone will not detect the vehicle, and only when the signal power degrades such that the old connection gets broken does the Vehicle Module set up a connection with the bridge in the new zone (col. 8, lines 38-43). When a vehicle leaves a zone, but the bridge and the Vehicle Module detect signal strength loss, and disconnect (col. 8, lines 60-63).

The Office Action states (page 2, section 2 and page 8, section 6) that, at col. 7, lines 20-25 and Figure 6, Vij discloses the feature of Applicant's claim 1 of: "receiving, by an interface of the access point, the management communications from the host computer over a first connection." Applicant respectfully disagrees. As stated above, the cited portion of Vij (i.e., col. 7, lines 20-25 and Figure 6) discloses application software on *the Internet-connected backend server*, which translates a TCP/IP stream received from the wireless bridge to RS-232 data stream (col. 7, lines 20-22). First, this action is performed on the Internet-connected backend server, and not on the wireless bridge, which the Examiner has analogized to Applicant's access point (although Applicant does not agree with this analogy). Second, the TCP/IP stream that the Examiner apparently is analogizing to Applicant's "management communications" is received *by* the Internet-connected backend server *from* the wireless bridge. And therefore, the TCP/IP stream cannot be characterized as "management communications from the host computer." Accordingly, Vij does not disclose "receiving, by an interface of the access point, the management communications from the host computer over a first connection," as is claimed in Applicant's claim 1. Nor does Vij disclose the similar features of Applicant's claims 8 and 12.

The Office Action also states (page 2, section 2 and page 8, section 6) that, at col. 8, lines 38-43 and 60-63, Vij discloses the feature of Applicant's claim 1 of: "when a communication

failure between the host computer and the access point occurs over the first connection means, a radio module of the access point receiving the management communications from a wireless terminal over a second connection, which is different from the first connection, using a second wireless communications protocol to allow management of the access point.” Applicant respectfully disagrees. As stated above, the cited portions of Vij (i.e., col. 8, lines 38-43 and 60-63) disclose the concepts of breaking connections between a bridge and a Vehicle Module when signal power between the bridge and the Vehicle Module degrades (col. 8, lines 38-43). When a vehicle leaves a zone, but the bridge and the Vehicle Module detect signal strength loss, and disconnect (col. 8, lines 60-63). The connection interruptions that are described in the cited portions of Vij refer to connection interruptions between a wireless bridge and a Vehicle Module (in a vehicle), and they do not relate to communication failures between a host computer and the access point. The Examiner seems to be analogizing the Vehicle Module of Vij with Applicant’s host computer. However, this analogy is not correct. Applicant believes that the claims in their previous form clearly did not support such an analogy. However, in the interest of expediting prosecution, Applicant has amended claims 1, 8, and 12 to make an even more clear distinction between the “host computer” of Applicant’s claim and the Vehicle Module of Vij. Based on the amendments and the above remarks, Applicant believes that it is clear that Vij does not disclose “when a communication failure between the host and the access point occurs over the first connection means, a radio module of the access point receiving the management communications from a wireless terminal over a second connection, which is different from the first connection, using a second wireless communications protocol to allow management of the access point,” as is claimed in Applicant’s claim 1. Nor does Vij disclose the similar features of Applicant’s claims 8 and 12.

To summarize the traverse, Applicant's claims 1, 8, and 12, from which the remaining rejected claims depend, include at least the following features, which distinguish these claims from that which is disclosed by Vij:

Claim 1:

“... receiving, by an interface of the access point, the management communications from the host computer over a first connection; and
when a communication failure between the host computer and the access point occurs over the first connection, a radio module of the access point receiving the management communications from a wireless terminal over a second connection, which is different from the first connection, using a second wireless communications protocol to allow management of the access point.”

Claim 8:

“... a first interface for conducting data communications with one or more computers adapted to provide management communications with the access point, and for receiving the management communications from the one or more computers over a first connection;
a first radio module using a first wireless communications protocol for wirelessly transmitting first data messages received from the one or more computers at said first interface to mobile units, and for receiving second data messages from the mobile units and relaying the second data messages to the one or more computers via the first interface;
at least one processor connected to the first interface and the radio module for controlling the access point; and
a second radio module operating using a second wireless communications protocol, which is different from the first wireless communications protocol, for receiving the management communications from a wireless terminal over a second

connection when a communication failure between the one or more computers and the access point occurs over the first connection.”

Claim 12:

“... an interface;

a first radio module adapted to provide data communications with mobile units according to a first wireless communications protocol;

a second radio module adapted to communicate with a wireless terminal according to a second wireless communications protocol, which is different from the first wireless communications protocol; and

a processor communicatively coupled to the interface, the first radio module, and the second radio module, the processor adapted to provide data messages from the interface to the first radio module, receive, via the interface, management communications from a remote computer that is adapted to provide the management communications to the apparatus, and

when a communication failure between the remote computer and the apparatus occurs over the interface, to receive the management communications from the wireless terminal via the second radio module.”

Vij does not disclose all of the limitations of Applicant’s claims 1, 8, 12, as amended above, or the claims that depend therefrom. Based on the amendments and the above remarks, Applicant believes that the rejection of claims 1-2 and 7-20 under 35 USC 102(e) has been overcome. Applicant respectfully requests reconsideration and withdrawal of the rejection, and the allowance of claims 1-2 and 7-20.

CLAIM REJECTIONS UNDER 35 USC § 103

Claims 3-6:

In the Office Action, claims 3-6 are rejected under 35 USC 103(a) as being unpatentable over Vij in view of Shoobridge et al. (US Patent 6,326,926, hereinafter Shoobridge). *Applicant has amended claim 1, from which claims 3-6 depend, and respectfully traverses the rejection.

Shoobridge discloses a system having a first antenna arrangement tuned to communicate within a first radiation pattern and a second antenna arrangement tuned to communicate within a second radiation pattern (Abstract). Shoobridge also discloses a cellular communication system 50 employing the Bluetooth standard (Figure 2, col. 5, lines 64-67).

To establish a *prima facie* case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. *In re Vaeck*, 947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991).

As discussed above in conjunction with the rejection of claims 1-2 and 7-20, Vij does not disclose the features of Applicant's claim 1, from which claims 3-6 depend. Further, Shoobridge does not make up for the deficiencies in Vij, and accordingly the combination of Vij and Shoobridge does not teach or suggest all of the limitations of Applicant's claims 3-6. Because neither Vij, Shoobridge nor their combination teach or suggest all of the claim limitations, a *prima facie* case of obviousness cannot be sustained.

Based on the amendments and the above remarks, Applicant believes that the rejection of claims 3-6 under 35 U.S.C. 103(a) has been overcome. Accordingly, Applicant respectfully requests that this rejection be reconsidered and withdrawn, and that claims 3-6 be allowed.

SUPPORT FOR CLAIM AMENDMENTS

Support for the claim amendments may be found in the originally filed specification at least in paragraph [0010]. No new matter is introduced as a result of these amendments.

REQUEST FOR AMENDMENT ENTRY AND CONSIDERATION

The claim amendments do not warrant a new search or substantial re-consideration on the part of the Examiner. Therefore, Applicant respectfully requests that the amendments be entered and that the amended claims be re-considered. Because Applicant believes that all rejections have been adequately addressed, allowance of all of the claims is respectfully requested. In any event, the foregoing amendments place the application in a better condition for appeal. Therefore, entry of the foregoing amendments is earnestly solicited.

CONCLUSION

In view of the foregoing, it is believed that all claims now pending are in condition for allowance. A Notice of Allowance is earnestly solicited at the earliest possible date. If the Examiner believes that a telephone conference would be useful in moving the application forward to allowance, the Examiner is encouraged to contact the undersigned at (480) 385-5060 or sschumm@ifllaw.com.

If necessary, the Commissioner is hereby authorized to charge payment or credit any overpayment to Deposit Account No. 50-2091 for any additional fees required under 37 C.F.R. §§ 1.16 or 1.17, particularly extension of time fees.

Respectfully submitted,
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